

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**MOTION TO ENFORCE SETTLEMENT
AGREEMENT AND ARBITRATION AWARD
AND GRANT AN ORDER OF FINAL DISMISSAL**

II. FACTUAL BACKGROUND

On May 10, 2005, the parties successfully mediated the above-referenced case and entered into a Binding Settlement Agreement.¹ Under the terms of that agreement, Defendants agreed to pay Mr. Bedford and his attorneys a monetary sum in exchange for a release of all claims. The Binding Settlement Agreement includes an arbitration provision that states:

AS TO THE FINALIZATION OF THE SETTLEMENT DOCUMENTS, IF ONE OR MORE DISPUTES ARISE WITH REGARD TO THE DRAFTING OR INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT OR ANY OF ITS PROVISIONS, THE PARTIES AGREE AND DESIGNATE ALVIN L. ZIMMERMAN AS BINDING ARBITRATOR OF ANY DISPUTES IN THE LANGUAGE OF THIS SETTLEMENT AGREEMENT OR SETTLEMENT DOCUMENTS TO BE EXECUTED IN ACCORDANCE WITH THIS AGREEMENT . . .²

Mr. Bedford voluntarily signed the Binding Settlement Agreement and initialed each page. Further, Mr. Bedford initialed the above arbitration provision.

The last paragraph of the Binding Settlement Agreement states in capitalized, bold script:

THIS AGREEMENT WHEN SIGNED BY THE PARTIES AND THEIR ATTORNEYS IS BINDING AND CANNOT BE REVOKED. . . . THIS AGREEMENT SERIOUSLY AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT WITHOUT THE ADVICE OF YOUR ATTORNEY.³

With consultation with his counsel, Mr. Bedford willingly signed the Binding Settlement Agreement.

On June 2, 2005, counsel for Defendants forwarded to Plaintiff's counsel the Final Release and Settlement Agreement to be executed by Mr. Bedford embodying the terms of the Binding Settlement Agreement.⁴ On June 10, 2005, counsel for Defendants notified Plaintiff's

¹ The Binding Settlement Agreement is attached hereto as Exhibit A.

² Exhibit A at ¶ 6 (emphasis in original).

³ Exhibit A at ¶ 10 (emphasis in original).

⁴ The Binding Settlement Agreement and Final Release and Settlement Agreement are separate documents embodying the same terms and obligations. As the Court will note, the Binding Settlement Agreement contains

counsel that settlement checks had arrived and were available upon receipt of the executed settlement papers. Notwithstanding the above, Mr. Bedford refused to sign the Final Release and Settlement Agreement.

In accordance with the arbitration provision of the Binding Settlement Agreement, Defendants referred the matter to the appointed binding arbitrator, Alvin L. Zimmerman.⁵ In response to his inquiry, counsel for Mr. Bedford wrote to Mr. Zimmerman as follows:

The reason stated by Mr. Bedford for his refusal to sign the settlement documents is that the settlement agreement provided to him by Dwight Jefferson via fax (despite having his initials appearing on each page and having signed it along with everyone else) is not the same document he signed on the day of the mediation. In other words, it was altered in some way.

Obviously, this is not true and he unreasonably refuses to consummate the settlement.⁶

Mr. Zimmerman issued a final ruling ordering Mr. Bedford to sign the Final Release and Settlement Agreement no later than 5:00 p.m. on June 16.⁷ To date, Mr. Bedford still refuses to sign the Final Release and Settlement Agreement.

Mr. Zimmerman's ruling further stated that should Mr. Bedford refuse to sign the Final Release and Settlement Agreement as ordered, Mr. Bedford would be obliged to pay "such expenses, costs, and attorneys' fees of defendants to enforce the Mediated Settlement Agreement as provided by law."⁸

III. ARGUMENT AND AUTHORITIES

There is no credible basis for Plaintiff Edward Bedford to refuse to sign the final Release and Settlement Agreement. He knowingly and voluntarily agreed to the terms of the settlement

numerous handwritten notations. The Final Release and Settlement Agreement is simply a cleaner and more concise version of the terms contained therein. The Final Release and Settlement Agreement is attached hereto as Exhibit B.
⁵ See Exhibit A at ¶ 6. Mr. Locke's June 14 letter to Mr. Zimmerman requesting an arbitration ruling is attached hereto as Exhibit C.

⁶ June 15 letter from Mr. Hankins to Mr. Zimmerman, attached hereto as Exhibit D.

⁷ Mr. Zimmerman's June 15 ruling is attached hereto as Exhibit E.

⁸ *Id.*

at mediation. His assertion of “not the same document he signed on the day of mediation”⁹ is false and offensive to Defendants and their counsel. Even Mr. Bedford’s attorneys characterize this assertion as “not true” and admit that he “unreasonably refuses to consummate the settlement”.¹⁰

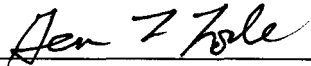
The Defendants have incurred delay and expense resulting from Mr. Bedford’s actions. Defendants’ counsel has engaged in considerable time and effort trying to get Mr. Bedford’s signature and dismissal of this case. Reasonable and necessary expenses incurred by the Defendants presently exceed \$1,500 for the numerous attempts to resolve this issue, the arbitration, and the filing and prosecution of this motion. Defendants are entitled to recover the same and are further entitled to any other relief this Court may grant.

WHEREFORE, PREMISES CONSIDERED, Defendants, Port of Houston Authority, Port of Houston Authority International Corporation, John Horan, and John Rydlund ask that the Court grant their Motion to Enforce Settlement Agreement and Arbitration Award and Grant an Order of Final Dismissal, award Defendants their expenses, costs and attorneys’ fees in the amount of \$1,500.00, order a final dismissal of this lawsuit with prejudice as to all defendants (in all capacities), and for such other and further relief to which they may show themselves justly entitled.

⁹ Exhibit D. Mr. Hankins’ letter to Mr. Zimmerman of June 15.

¹⁰ *Id.*

Respectfully submitted,

By: 

Gene L. Locke
Texas State Bar No. 12461900
600 Travis, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200
Facsimile: (713) 238-4285

OF COUNSEL:
Sylvia Matthews Egner
Texas State Bar No. 13226900
ANDREWS KURTH LLP
600 Travis, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4717
Facsimile: (713) 238-7369

ATTORNEY IN CHARGE FOR
DEFENDANTS PORT OF HOUSTON
AUTHORITY, PORT OF HOUSTON
AUTHORITY INTERNATIONAL
CORPORATION, JOHN RYDLUND, and
JOHN HORAN

CERTIFICATE OF CONFERENCE

I certify that Defendant's counsel had discussions with Plaintiff's counsel, Grover Hankins, prior to the filing of this motion. Mr. Hankins is not opposed to the filing of this motion.


Gene L. Locke

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on the following counsel of record as listed on June 22, 2005:

Grover G. Hankins
THE HANKINS LAW FIRM
616 W. Main St.
League City, Texas 77573

***Via Certified Mail, Return Receipt Requested
CMRRR***

Dwight E. Jefferson
ATTORNEY AT LAW
12 Greenway Plaza, Suite 1550
Houston, Texas 77046

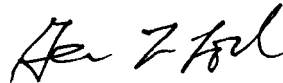
Via Regular Mail

Grant Cook
THOMPSON & KNIGHT LLP
Three Allen Center
333 Clay Street, Suite 2300
Houston, Texas 77002-4499

Via Regular Mail

David H. Brown
VINSON & ELKINS, LLP
1001 Fannin, Suite 2300
Houston, Texas 77002

Via Regular Mail



Gene L. Locke

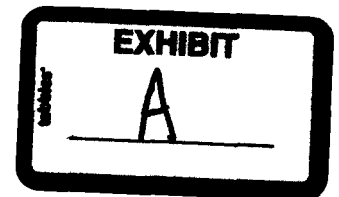
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EDWARD CHRISTIAN BEDFORD

V.

PORT OF HOUSTON AUTHORITY,
PORT OF HOUSTON AUTHORITY
INTERNATIONAL CORPORATION,
CAMAC HOLDINGS, INC.,
ARTHUR ANDERSEN, L.L.P.,
KASE LAVAL (Individually),
JOHN RYDLUND (Individually),
and JOHN HORAN (Individually)

C.A. H-03-4374



BINDING SETTLEMENT AGREEMENT

THIS AGREEMENT IS BINDING ON THE PARTIES AND IS NOT SUBJECT TO REVOCATION.

1. The terms and conditions of this settlement are as follows:

- A. Plaintiff will dismiss with prejudice his suit - all defendants.
- B. Each side pays their own attorneys fees and expenses.
- C. Subject to Port of Houston Commission approval, the Port will settle this case for \$45,000 paid within 30 days after May 10, 2005. Commission must approve.
- D. All settlement terms are confidential; subject to requirements of law.
- E. The suit and all actions will stop as of this date.

* Separate motions/orders of dismissal - one for the Port of Houston Authority, and another one for all other defendants.

2. The parties hereto acknowledge that each has the authority to execute this document to be fully binding on behalf of the person or entity indicated.

3. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case.

This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, subsidiaries and partners of the parties. "Party" as used in this release includes all named parties to this case, as well as _____, and all related entities of the parties.

4. Each signatory hereto warrants and represents:

✓ (a) he or she has authority to bind the parties for whom that signatory acts. *Subject to Port Authority approval.*

✓ (b) the claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same and have not been assigned, transferred, or sold and are free of encumbrance.

5. Gene Locke shall deliver drafts of any further settlement documents to the other parties by May 23, 2005. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

6. AS TO THE FINALIZATION OF THE SETTLEMENT DOCUMENTS, IF ONE OR MORE DISPUTES ARISE WITH REGARD TO THE DRAFTING OR INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT OR ANY OF ITS PROVISIONS, THE PARTIES AGREE AND DESIGNATE ALVIN L. ZIMMERMAN AS BINDING ARBITRATOR OF ANY DISPUTES IN THE LANGUAGE OF THIS SETTLEMENT AGREEMENT OR SETTLEMENT DOCUMENTS TO BE EXECUTED IN ACCORDANCE WITH THIS AGREEMENT, AND THE PARTIES AGREE THAT THE PARTIES SHALL PAY THEIR PRO RATA SHARE OF THE ARBITRATOR'S FEE UPON RECEIPT OF AN INVOICE FROM ALVIN L. ZIMMERMAN. EITHER PARTY MAY REQUEST ALVIN L. ZIMMERMAN TO ACT IN HIS CAPACITY AS ARBITRATOR BY NOTIFYING HIM AND THE OTHER PARTY IN WRITING OF THE EXACT NATURE OF THE DISPUTE AND THE SOLUTION PROPOSED. THE OTHER SIDE(S) WILL HAVE FIVE (5) DAYS TO RESPOND. ALVIN L. ZIMMERMAN OR ANY PARTY MAY REQUEST A TELECONFERENCE OR LIVE HEARING ON THE DISPUTE. UPON REQUEST FROM EITHER PARTY, THE TIME MAY BE EXTENDED OR SHORTENED AS DECIDED BY ALVIN L. ZIMMERMAN. THE DECISION OF ALVIN L. ZIMMERMAN SHALL BE BINDING ON THE PARTIES. CCB (Initial Plaintiffs)
[Signature] (Initial Defendants)

7. This agreement is made and performable in Harris County, Texas, and shall be construed in accordance with the laws of the state of Texas.

8. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

9. Each party's attorney, not the mediator, is solely responsible to insure all essential terms of the settlement are incorporated into this Agreement.

10. THIS AGREEMENT WHEN SIGNED BY THE PARTIES AND THEIR ATTORNEYS IS BINDING AND CANNOT BE REVOKED AND IS A RULE 13 (FACP) AGREEMENT. THIS AGREEMENT SERIOUSLY AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT WITHOUT THE ADVICE OF YOUR ATTORNEY.

Plaintiff(s):

Grover J. Hankins
[Signature]
[Signature]

5/10/2005 approved

[Signature]
[Signature]

W:\FILE\ALZIMEDIA\TXSD\ford-13305\bsa wpd - May 6, 2005

Defendant(s):

[Signature] - STJ for
Case Law
Matthews
for The Port of Houston Authority,
DOHAIC, John Horan, John Rydland
Gene L. Locke for PHA, DOHAIC
John Horan, John Rydland

action for Civil Rights violations, RICO violations, misappropriation of trade secrets, negligent misrepresentation, breach of implied contract, fraud, state taking, theft of property, theft of services, and theft of trade secrets. Releasing Party has also asserted a claim for attorneys' fees. Releasing Party's claims are more fully set forth in Releasing Party's pleadings, which are incorporated by reference. Released Parties appeared through their counsel of record and denied all of the allegations of Releasing Party.

The Releasing Party recognizes that there is considerable doubt, disagreement, and uncertainty about the liability of the Released Parties and about whether the Released Parties are liable for any amount of the damages alleged in the Lawsuit. Releasing Party further recognizes that there is further doubt, disagreement, uncertainty, and controversy about the existence, nature, severity, and degree of the damages alleged by the Releasing Party. Released Parties, denying any liability, but acting only in the interest of peace and of avoiding the expense and uncertainty of further litigation, hereby make the following Final Release and Settlement Agreement with Releasing Party and his attorneys.

In consideration for the release, covenants, promises, and representations set forth below, Port of Houston Authority agrees to pay jointly to Edward Christian Bedford and his attorneys, Grover G. Hankins and Dwight E. Jefferson, the total sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00).

The Releasing Party agrees to indemnify and defend Released Parties forever against any third-party claims, loss, expense, damage, and/or attorneys' fees arising out of or connected with any claim relating to the conduct or claims made the basis of the Lawsuit. This indemnity agreement shall apply regardless of the degree of fault, negligence, or culpable conduct alleged against or attributed to Released Parties.

In consideration for the payment described above and other good and valuable consideration, Releasing Party irrevocably and unconditionally releases, discharges, and forever holds harmless Released Parties, and all of their commissioners, directors, officers, agents, employees, attorneys, affiliated companies, subsidiaries, parent corporations, legal representatives, heirs, assigns, insurance carriers, predecessors, indemnitors, and all other entities that may be liable for the acts or omissions of the Released Parties of and from any and all claims, demands, and causes of action arising out of or in any way connected with any claims, demands, causes of action, liabilities, obligations, lawsuits, judgments, attorneys' fees, liens of any kind, or charges of any kind or nature whatsoever, whether based in tort, contract, debt, warranty, or other statutory or common law form of action, whether in law, equity, or any other form, known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, fixed or contingent, that exist now or may exist in the future, liquidated or unliquidated, that were or could have been asserted in the Lawsuit, and for all losses and damages of any kind, including, but not limited to, actual damages, incidental damages, economic damages, loss of use, loss of credit, loss of reputation, mental anguish, lost profits, attorneys' fees, and exemplary damages, sustained by Releasing Party as a result of the conduct or claims made the basis of the Lawsuit.

The Releasing Party also represents the following to the Released Parties: 1) the Releasing Party understands that this Agreement is a full, complete, and final release of the Released Parties; and 2) the Releasing Party understands that the \$45,000.00 payment described in this Agreement is all the money that is to be paid by or on behalf of the Released Parties to the Releasing Party as a result of the conduct or claims made the basis of the Lawsuit.

The Releasing Party agrees to file motions to dismiss with prejudice (with proposed order) the Released Parties from the Lawsuit.

For the same consideration, Releasing Party and his attorneys agree to keep confidential and secret the amount of consideration paid under the terms of this Agreement, and the details of this Agreement, except disclosure that is required by law or court order. Releasing Party and his attorneys also agree that this secrecy agreement applies not only to Releasing Party, but also to the family of Releasing Party and to all employees and members of the law firms of Releasing Party's counsel. Further, Releasing Party and his attorneys expressly agree to decline comment on any aspect of this settlement or lawsuit to any member of the news media or public, unless required by law or permitted by Released Parties.

Edward Christian Bedford represents to the Released Parties that he is over 21 years of age and is competent to make this Final Release and Settlement Agreement. Edward Christian Bedford understands that this is a complete and final release of his claims against Released Parties. Edward Christian Bedford is entering into this Final Release and Settlement Agreement freely and voluntarily, upon the advice of his attorneys. No promises or representations, or statements of Released Parties, other than those contained herein, have influenced Edward Christian Bedford in the making of the Final Release and Settlement Agreement. Edward Christian Bedford represents that he does not claim to have sustained any injuries, losses, or damages other than those alleged in his most recent pleading, and Edward Christian Bedford intends this Final Release and Settlement Agreement to be the final and conclusive settlement of any and all of his claims against Released Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Final Release and Settlement Agreement on this the ____ day of June, 2005.

Edward Christian Bedford

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Edward Christian Bedford, who, being by me duly sworn, on his oath stated that he has read the above and foregoing Final Release and Settlement Agreement, that he understands it, and that he executed it for the purposes of consideration stated in it.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of June, 2005.

Notary Public, State of Texas

I hereby certify that I have fully and completely explained the foregoing Final Release and Settlement Agreement to Edward Christian Bedford, and that he has read and signed it in my presence; and that all legal fees and expenses will be received by the undersigned counsel out of the consideration recited in the Final Release and Settlement Agreement, or from Edward Christian Bedford, directly, but not from the Released Parties.

THE HANKINS LAW FIRM

By: _____
GROVER G. HANKINS
Attorney for Plaintiff,
Edward Christian Bedford

DATE: _____

DWIGHT E. JEFFERSON
ATTORNEY AT LAW, PLLC

By: _____
DWIGHT E. JEFFERSON
Attorney for Plaintiff,
Edward Christian Bedford

DATE: _____

ANDREWS
ATTORNEYS **KURTH** LLP

Andrews & Kurth L.L.P.
600 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com
Gene L. Locke
713.220.3956 Direct
713.238.7294 Fax
GLocke@andrewskurth.com

June 14, 2005

Via Messenger

Mr. Alvin L. Zimmerman
Zimmerman, Axlerad,
Meyer, Stern & Wise, P.C.
3040 Post Oak Blvd., Suite 1300
Houston, TX 77036

Re: C.A. No. H-03-4374; *Edward Christian Bedford v. Port of Houston Authority, et al*; In the United States District Court for the Southern District of Texas, Houston Division

Dear Alvin:

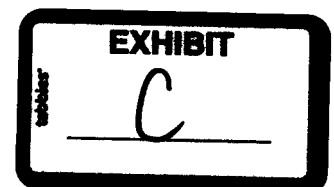
A dispute has arisen regarding the settlement of the above referenced matter. Based on the dispute resolution provision in the Binding Settlement Agreement, Defendants bring this matter to your attention. A copy of the Binding Settlement Agreement, executed at the conclusion of mediation, is enclosed for your reference.

On June 2, 2005, counsel for Defendants forwarded to Plaintiff's counsel a Final Release and Settlement Agreement to be executed by Mr. Bedford. A copy is also enclosed for your reference. On June 10, 2005, counsel for Defendants notified Plaintiff's counsel that the settlement check had arrived and was available upon receipt of the executed settlement papers.

During conversations last week, counsel for Plaintiff sought Defendants' agreement that he could use his "Power of Attorney" to execute the settlement agreement rather than Mr. Bedford signing it. Based on conversations with Mr. Hankins, there appears to be a potential dispute with Mr. Bedford regarding the authenticity of the Binding Settlement Agreement.

The Port cannot agree to release the settlement check under these circumstances. Defendants request that you act as an arbitrator to decide the matter and, if appropriate, order Mr. Bedford to sign the settlement documents as drafted, or rule on the authenticity, enforceability, and meaning of the Binding Settlement Agreement. Defendants also seek any other relief to which they may be justly entitled.

It is my understanding that the other side will have five days to respond to this letter.




HOU:2463956.1

Mr. Alvin L. Zimmerman
June 14, 2005
Page 2

I appreciate your attention to this matter. Defendants are available for teleconference or other hearing that you may deem necessary.

Very truly yours,



Gene L. Locke

GLL/kh

Enclosures

cc: Mr. Grover Hankins
The Hankins Law FIRM
616 W. Main Street
League City, TX 77573

Via Facsimile

Mr. Dwight Jefferson
Dwight E. Jefferson, Attorney at Law, PLLC
1550 Summit Plaza West
Twelve Greenway Plaza
Houston, TX 77046

Via Facsimile

Mr. Grant Cook
Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002

Via Facsimile

Mr. David H. Brown
Vinson & Elkins, LLP
2300 First City Tower
1001 Fannin
Houston, Texas 77002

Via Facsimile

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EDWARD CHRISTIAN BEDFORD

V.

PORT OF HOUSTON AUTHORITY,
PORT OF HOUSTON AUTHORITY
INTERNATIONAL CORPORATION,
CAMAC HOLDINGS, INC.,
ARTHUR ANDERSEN, L.L.P.,
KASE LAVAL (Individually),
JOHN RYDLUND (Individually),
and JOHN HORAN (Individually)

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C.A. H-03-4374

BINDING SETTLEMENT AGREEMENT

THIS AGREEMENT IS BINDING ON THE PARTIES AND IS NOT SUBJECT TO REVOCATION.

1. The terms and conditions of this settlement are as follows:

- A. Plaintiff will dismiss with prejudice his suit - all defendants
- B. Each side pays their own ATTORNEY fees and expenses
- C. Subject to Port of Houston Commission approval, the Port will settle this case for \$45,000 paid within 30 days after MAY 10, 2005. Commission must approve.
- D. All settlements/terms are confidential; subject to requirements of law.
- E. The suit and all actions will stop as of this date.

* Separate motions/orders of dismissal - one for the Port of Houston Authority, and another one for all other defendants.

2. The parties hereto acknowledge that each has the authority to execute this document to be fully binding on behalf of the person or entity indicated. (Port authority attorney must acknowledge Port Authority approval on own recommended this settlement.)

3. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case.

This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, subsidiaries and partners of the parties. "Party" as used in this release includes all named parties to this case, as well as _____, and all related entities of the parties.

4. Each signatory hereto warrants and represents:

✓ (a) he or she has authority to bind the parties for whom that signatory acts. *Subject to Port Authority approval*

✓ (b) the claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same and have not been assigned, transferred, or sold and are free of encumbrance.

5. Gene Locke shall deliver drafts of any further settlement documents to the other parties by May 23, 2005. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

6. AS TO THE FINALIZATION OF THE SETTLEMENT DOCUMENTS, IF ONE OR MORE DISPUTES ARISE WITH REGARD TO THE DRAFTING OR INTERPRETATION OR PERFORMANCE OF THIS AGREEMENT OR ANY OF ITS PROVISIONS, THE PARTIES AGREE AND DESIGNATE ALVIN L. ZIMMERMAN AS BINDING ARBITRATOR OF ANY DISPUTES IN THE LANGUAGE OF THIS SETTLEMENT AGREEMENT OR SETTLEMENT DOCUMENTS TO BE EXECUTED IN ACCORDANCE WITH THIS AGREEMENT, AND THE PARTIES AGREE THAT THE PARTIES SHALL PAY THEIR PRO RATA SHARE OF THE ARBITRATOR'S FEE UPON RECEIPT OF AN INVOICE FROM ALVIN L. ZIMMERMAN. EITHER PARTY MAY REQUEST ALVIN L. ZIMMERMAN TO ACT IN HIS CAPACITY AS ARBITRATOR BY NOTIFYING HIM AND THE OTHER PARTY IN WRITING OF THE EXACT NATURE OF THE DISPUTE AND THE SOLUTION PROPOSED. THE OTHER SIDE(S) WILL HAVE FIVE (5) DAYS TO RESPOND. ALVIN L. ZIMMERMAN OR ANY PARTY MAY REQUEST A TELECONFERENCE OR LIVE HEARING ON THE DISPUTE. UPON REQUEST FROM EITHER PARTY, THE TIME MAY BE EXTENDED OR SHORTENED AS DECIDED BY ALVIN L. ZIMMERMAN. THE DECISION OF ALVIN L. ZIMMERMAN SHALL BE BINDING ON THE PARTIES. CCB (Initial Plaintiffs)

[Signature] (Initial Defendants)

7. This agreement is made and performable in Harris County, Texas, and shall be construed in accordance with the laws of the state of Texas.

8. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

9. Each party's attorney, not the mediator, is solely responsible to insure all essential terms of the settlement are incorporated into this Agreement.

10. THIS AGREEMENT WHEN SIGNED BY THE PARTIES AND THEIR ATTORNEYS IS BINDING AND CANNOT BE REVOKED AND IS A RULE 13 (FACP) AGREEMENT. THIS AGREEMENT SERIOUSLY AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT WITHOUT THE ADVICE OF YOUR ATTORNEY.

Plaintiff(s):

[Signature: Grover J. Hankins]
[Signature: John Rydland]
[Signature: John Horan]

5/10/2005 approved

[Signature]

W:\FILED\JIMEDIA\TXSD\ford-13305\bsa.wpd - May 6, 2005

Defendant(s):

[Signature: Gene L. Locke]
[Signature: John Rydland]
[Signature: John Horan]

for The Port of Houston Authority,

DOHAIC, John Horan, John Rydland

Gene L. Locke for PHA, DOHAIC
John Horan John Rydland

ANDREWS
ATTORNEYS **KURTH** LLP

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Sylvia Matthews Egner
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June 2, 2005

Mr. Grover Hankins
THE HANKINS LAW FIRM
616 W. Main Street
League City, TX 77573

Via Facsimile and U.S. Mail

Re: No. H-03-4374; *Edward Christian Bedford v. Port of Houston Authority, et al.*; In
the United States District Court for the Southern District of Texas, Houston
Division

Dear Grover:

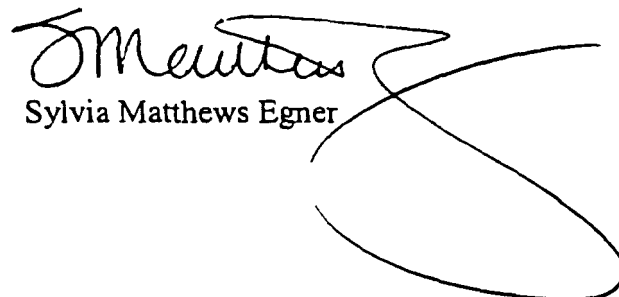
Enclosed for your review are the following:

1. Stipulation of Dismissal With Prejudice of Defendant Port of Houston Authority;
2. Stipulation of Dismissal With Prejudice of Defendants Port of Houston Authority
International Corporation, John Rydlund, John Horan, and Kase Lawal (in all capacities);
3. Three originals of the Final Release and Settlement Agreement.

If the documents meet your approval, please have your client review and sign the Final Release and Settlement Agreement where indicated, have his signature notarized, and then forward the originals back to me. If you will sign the Stipulations of Dismissal, I will file them with the Court.

The settlement check will be forwarded as soon as I receive it. I appreciate your cooperation in this matter.

Yours very truly,


Sylvia Matthews Egner

SME/tc
Enclosures

HOU:2454645.1

Mr. Grover Hankins
June 2, 2005
Page 2

cc: Dwight E. Jefferson (via Facsimile)
Grant Cook (w/enclosures)
David H. Brown (w/enclosures)
Gene Locke (w/ enclosures)

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Edward Christian Bedford,
Plaintiff,
v.

NO. H-03-4374

**Port of Houston Authority,
Port of Houston Authority International
Corporation, CAMAC Holdings, Inc.,
Arthur Andersen L.L.P.,
Kase Lawal (individually),
John Rydlund (individually), and
John Horan (individually),**

JURY TRIAL REQUESTED

Defendants.

**STIPULATION OF DISMISSAL WITH PREJUDICE OF
DEFENDANT PORT OF HOUSTON AUTHORITY**

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, Plaintiff Edward Christian Bedford stipulates to the dismissal with prejudice of all of Plaintiff's claims and causes of action asserted in this lawsuit against Defendant Port of Houston Authority, and in support would show that Plaintiff no longer wishes to pursue this matter against Defendant Port of Houston Authority.

WHEREFORE, Plaintiff prays that his claims asserted in this lawsuit against Defendant Port of Houston Authority be dismissed with prejudice, and that each party bear their own attorneys' fees and costs of court.

DATED: _____

Respectfully submitted,

By: _____
GROVER G. HANKINS
Texas State Bar No. 00795895
THE HANKINS LAW FIRM
616 W. Main Street
League City, Texas 77573
Telephone: 281.316.9551
Fax: 281.316.9552

Attorney-in-Charge for Plaintiff
EDWARD CHRISTIAN BEDFORD

AGREED:

By: _____

GRANT COOK
Texas State Bar No. 04732000
THOMPSON & KNIGHT LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Telephone: (713)654-8111
Facsimile: (713)543-1871

Attorney-in-Charge for Defendants,
CAMAC HOLDINGS, INC. AND KASE LAVAL
(IN HIS INDIVIDUAL CAPACITY)

By: _____

GENE L. LOCKE
Texas State Bar No. 12461900
SYLVIA MATTHEWS EGNER
Texas State Bar No. 13226900
ANDREWS KURTH LLP
600 Travis, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4717
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Attorney In Charge For Defendants
PORT OF HOUSTON AUTHORITY, PORT OF
HOUSTON AUTHORITY INTERNATIONAL
CORPORATION, JOHN RYDLUND, JOHN
HORAN, AND KASE LAVAL (IN HIS OFFICIAL
CAPACITY)

and

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VINSON & ELKINS, LLP
2300 First City Tower
1001 Fannin
Houston, Texas 77002
Telephone: (713) 758-2222
Facsimile: (713) 615-5308

ATTORNEYS FOR THE PORT
OF HOUSTON AUTHORITY

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on the following counsel of record as listed on May ____, 2005.

Grover G. Hankins
THE HANKINS LAW FIRM
616 W. Main St.
League City, Texas 77573

Via Regular Mail

Dwight E. Jefferson
DWIGHT E. JEFFERSON,
ATTORNEY AT LAW, PLLC
12 Greenway Plaza, Suite 1550
Houston, Texas 77046

Via Regular Mail

Grant Cook
THOMPSON & KNIGHT LLP
Three Allen Center
333 Clay Street, Suite 2300
Houston, Texas 77002-4499

Via Regular Mail

David H. Brown
VINSON & ELKINS, LLP
1001 Fannin, Suite 2300
Houston, Texas 77002

Via Regular Mail

Sylvia Matthews Egner

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Edward Christian Bedford,	§	
	§	
Plaintiff,	§	NO. H-03-4374
v.	§	
	§	
Port of Houston Authority, et al.,	§	JURY TRIAL REQUESTED
	§	
Defendants.	§	

**ORDER GRANTING DISMISSAL WITH PREJUDICE OF
DEFENDANT PORT OF HOUSTON AUTHORITY**

On this day the Stipulation of Dismissal With Prejudice of Edward Christian Bedford came on for consideration by the Court. The Court, having considered the matter, finds and concludes that all claims and causes of action asserted in this lawsuit by Plaintiff Edward Christian Bedford against Defendant Port of Houston Authority should be dismissed with prejudice, with each party to bear their own attorneys' fees and costs of court.

Therefore, it is ORDERED that all of Plaintiff Edward Christian Bedford's claims and causes of action against Defendant Port of Houston Authority are dismissed with prejudice.

It is further ORDERED that all attorneys' fees and costs of court are to be borne by the party incurring the same.

SIGNED this _____ day of _____, 2005.

VANESSA D. GILMORE
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Edward Christian Bedford,

Plaintiff,

v.

NO. H-03-4374

**Port of Houston Authority,
Port of Houston Authority International
Corporation, CAMAC Holdings, Inc.,
Arthur Andersen L.L.P.,
Kase Lawal (individually),
John Rydlund (individually), and
John Horan (individually),**

Defendants.

JURY TRIAL REQUESTED

**STIPULATION OF DISMISSAL WITH PREJUDICE OF
DEFENDANTS PORT OF HOUSTON AUTHORITY INTERNATIONAL
CORPORATION, JOHN RYDLUND, JOHN HORAN,
AND KASE LAVAL (IN ALL CAPACITIES)**

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, Plaintiff Edward Christian Bedford stipulates to the dismissal with prejudice of all of Plaintiff's claims and causes of action asserted in this lawsuit against Defendants Port of Houston Authority International Corporation; John Rydlund (individually and in his official capacity); John Horan (individually and in his official capacity); and Kase Lawal (individually and in his official capacity) and in support would show that Plaintiff no longer wishes to pursue this matter against these Defendants.

WHEREFORE, Plaintiff prays that his claims asserted in this lawsuit against Defendants Port of Houston Authority International Corporation; John Rydlund (individually and in his official capacity); John Horan (individually and in his official capacity); and Kase Lawal

(individually and in his official capacity) be dismissed with prejudice, and that each party bear their own attorneys' fees and costs of court.

DATED: _____

Respectfully submitted,

By: _____
GROVER G. HANKINS
Texas State Bar No. 00795895
THE HANKINS LAW FIRM
616 W. Main Street
League City, Texas 77573
Telephone: 281.316.9551
Fax: 281.316.9552
Attorney-in-Charge for Plaintiff
EDWARD CHRISTIAN BEDFORD

AGREED:

By: _____
GRANT COOK
Texas State Bar No. 04732000
THOMPSON & KNIGHT LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Telephone: (713)654-8111
Facsimile: (713)543-1871

Attorney-in-Charge for Defendants,
CAMAC HOLDINGS, INC. AND KASE LAVAL
(IN HIS INDIVIDUAL CAPACITY)

By: _____
GENE L. LOCKE
Texas State Bar No. 12461900
SYLVIA MATTHEWS EGNER
Texas State Bar No. 13226900
ANDREWS KURTH LLP
600 Travis, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4717
Facsimile: (713) 238-7369

Attorney In Charge For Defendants
PORT OF HOUSTON AUTHORITY, PORT OF
HOUSTON AUTHORITY INTERNATIONAL
CORPORATION, JOHN RYDLUND, JOHN
HORAN, AND KASE LAWAL (IN HIS OFFICIAL
CAPACITY)

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was served on the following counsel of record as listed on June ____, 2005.

Grover G. Hankins
THE HANKINS LAW FIRM
616 W. Main St.
League City, Texas 77573

Via Regular Mail

Dwight E. Jefferson
DWIGHT E. JEFFERSON,
ATTORNEY AT LAW, PLLC
12 Greenway Plaza, Suite 1550
Houston, Texas 77046

Via Regular Mail

Grant Cook
THOMPSON & KNIGHT LLP
Three Allen Center
333 Clay Street, Suite 2300
Houston, Texas 77002-4499

Via Regular Mail

Sylvia Matthews Egner

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Edward Christian Bedford,

Plaintiff,

v.

Port of Houston Authority, et al.,

Defendants.

§
§
§
§
§
§
§

NO. H-03-4374

JURY TRIAL REQUESTED

**ORDER GRANTING DISMISSAL WITH PREJUDICE OF
DEFENDANTS PORT OF HOUSTON AUTHORITY INTERNATIONAL
CORPORATION, JOHN RYDLUND, JOHN HORAN,
AND KASE LAVAL (IN ALL CAPACITIES)**

On this day the Stipulation of Dismissal With Prejudice of Edward Christian Bedford came on for consideration by the Court. The Court, having considered the matter, finds and concludes that all claims and causes of action asserted in this lawsuit by Plaintiff Edward Christian Bedford against Defendants Port of Houston Authority International Corporation; John Rydlund (individually and in his official capacity); John Horan (individually and in his official capacity); and Kase Lawal (individually and in his official capacity) should be dismissed with prejudice, with each party to bear their own attorneys' fees and costs of court.

Therefore, it is ORDERED that all of Plaintiff Edward Christian Bedford's claims and causes of action against Defendants Port of Houston Authority International Corporation; John Rydlund (individually and in his official capacity); John Horan (individually and in his official capacity); and Kase Lawal (individually and in his official capacity) are dismissed with prejudice.

It is further ORDERED that all attorneys' fees and costs of court are to be borne by the party incurring the same.

SIGNED this _____ day of _____, 2005.

VANESSA D. GILMORE
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Edward Christian Bedford,

Plaintiff,

V.

NO. H-03-4374

**Port of Houston Authority,
Port of Houston Authority International
Corporation, CAMAC Holdings, Inc.,
Arthur Andersen L.L.P.,
Kase Lawal (individually),
John Rydlund (individually), and
John Horan (individually),**

Defendants.

JURY TRIAL REQUESTED

FINAL RELEASE AND SETTLEMENT AGREEMENT

This Final Release and Settlement Agreement is executed in multiple originals on June
 __, 2005.

"Releasing Party" means Edward Christian Bedford and his successors, assigns, and heirs.

“Released Parties” means Port of Houston Authority (“POHA”) and all POHA commissioners; Port of Houston Authority International Corporation (“POHAIC”) and all of its directors and officers; CAMAC Holdings, Inc.; John Rydlund (individually and in his official capacity); John Horan (individually and in his official capacity); and Kase Lawal (individually and in his official capacity).

Releasing Party alleged he suffered damages or injuries as a result of POHA establishing a consulting business through POHAIC, without providing any compensation to him. In the Complaint filed in the above-styled lawsuit (the "Lawsuit"), Releasing Party asserted causes of

action for Civil Rights violations, RICO violations, misappropriation of trade secrets, negligent misrepresentation, breach of implied contract, fraud, state taking, theft of property, theft of services, and theft of trade secrets. Releasing Party has also asserted a claim for attorneys' fees. Releasing Party's claims are more fully set forth in Releasing Party's pleadings, which are incorporated by reference. Released Parties appeared through their counsel of record and denied all of the allegations of Releasing Party.

The Releasing Party recognizes that there is considerable doubt, disagreement, and uncertainty about the liability of the Released Parties and about whether the Released Parties are liable for any amount of the damages alleged in the Lawsuit. Releasing Party further recognizes that there is further doubt, disagreement, uncertainty, and controversy about the existence, nature, severity, and degree of the damages alleged by the Releasing Party. Released Parties, denying any liability, but acting only in the interest of peace and of avoiding the expense and uncertainty of further litigation, hereby make the following Final Release and Settlement Agreement with Releasing Party and his attorneys.

In consideration for the release, covenants, promises, and representations set forth below, Port of Houston Authority agrees to pay jointly to Edward Christian Bedford and his attorneys, Grover G. Hankins and Dwight E. Jefferson, the total sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00).

The Releasing Party agrees to indemnify and defend Released Parties forever against any third-party claims, loss, expense, damage, and/or attorneys' fees arising out of or connected with any claim relating to the conduct or claims made the basis of the Lawsuit. This indemnity agreement shall apply regardless of the degree of fault, negligence, or culpable conduct alleged against or attributed to Released Parties.

In consideration for the payment described above and other good and valuable consideration, Releasing Party irrevocably and unconditionally releases, discharges, and forever holds harmless Released Parties, and all of their commissioners, directors, officers, agents, employees, attorneys, affiliated companies, subsidiaries, parent corporations, legal representatives, heirs, assigns, insurance carriers, predecessors, indemnitors, and all other entities that may be liable for the acts or omissions of the Released Parties of and from any and all claims, demands, and causes of action arising out of or in any way connected with any claims, demands, causes of action, liabilities, obligations, lawsuits, judgments, attorneys' fees, liens of any kind, or charges of any kind or nature whatsoever, whether based in tort, contract, debt, warranty, or other statutory or common law form of action, whether in law, equity, or any other form, known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, fixed or contingent, that exist now or may exist in the future, liquidated or unliquidated, that were or could have been asserted in the Lawsuit, and for all losses and damages of any kind, including, but not limited to, actual damages, incidental damages, economic damages, loss of use, loss of credit, loss of reputation, mental anguish, lost profits, attorneys' fees, and exemplary damages, sustained by Releasing Party as a result of the conduct or claims made the basis of the Lawsuit.

The Releasing Party also represents the following to the Released Parties: 1) the Releasing Party understands that this Agreement is a full, complete, and final release of the Released Parties; and 2) the Releasing Party understands that the \$45,000.00 payment described in this Agreement is all the money that is to be paid by or on behalf of the Released Parties to the Releasing Party as a result of the conduct or claims made the basis of the Lawsuit.

The Releasing Party agrees to file motions to dismiss with prejudice (with proposed order) the Released Parties from the Lawsuit.

For the same consideration, Releasing Party and his attorneys agree to keep confidential and secret the amount of consideration paid under the terms of this Agreement, and the details of this Agreement, except disclosure that is required by law or court order. Releasing Party and his attorneys also agree that this secrecy agreement applies not only to Releasing Party, but also to the family of Releasing Party and to all employees and members of the law firms of Releasing Party's counsel. Further, Releasing Party and his attorneys expressly agree to decline comment on any aspect of this settlement or lawsuit to any member of the news media or public, unless required by law or permitted by Released Parties.

Edward Christian Bedford represents to the Released Parties that he is over 21 years of age and is competent to make this Final Release and Settlement Agreement. Edward Christian Bedford understands that this is a complete and final release of his claims against Released Parties. Edward Christian Bedford is entering into this Final Release and Settlement Agreement freely and voluntarily, upon the advice of his attorneys. No promises or representations, or statements of Released Parties, other than those contained herein, have influenced Edward Christian Bedford in the making of the Final Release and Settlement Agreement. Edward Christian Bedford represents that he does not claim to have sustained any injuries, losses, or damages other than those alleged in his most recent pleading, and Edward Christian Bedford intends this Final Release and Settlement Agreement to be the final and conclusive settlement of any and all of his claims against Released Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Final Release and Settlement Agreement on this the ____ day of June, 2005.

Edward Christian Bedford

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Edward Christian Bedford, who, being by me duly sworn, on his oath stated that he has read the above and foregoing Final Release and Settlement Agreement, that he understands it, and that he executed it for the purposes of consideration stated in it.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of June, 2005.

Notary Public, State of Texas

I hereby certify that I have fully and completely explained the foregoing Final Release and Settlement Agreement to Edward Christian Bedford, and that he has read and signed it in my presence; and that all legal fees and expenses will be received by the undersigned counsel out of the consideration recited in the Final Release and Settlement Agreement, or from Edward Christian Bedford, directly, but not from the Released Parties.

THE HANKINS LAW FIRM

By: _____
GROVER G. HANKINS
Attorney for Plaintiff,
Edward Christian Bedford

DATE: _____

DWIGHT E. JEFFERSON
ATTORNEY AT LAW, PLLC

By: _____
DWIGHT E. JEFFERSON
Attorney for Plaintiff,
Edward Christian Bedford

DATE: _____

THE
HANKINS
L A W ♦ F I R M
ATTORNEYS & COUNSELORS AT LAW, P.L.L.C.

Grover G. Hankins
Attorney/Mediator/Arbitrator

Nichelle L. Jenkins
Attorney

Nancy S. Alcocer
Certified Legal Assistant

June 15, 2005

Mr. Alvin L. Zimmerman
3040 Post Oak Blvd., Ste 1300
Houston, TX 77036 *VIA FACSIMILE*

Dear Alvin:

The reason stated by Mr. Bedford for his refusal to sign the settlement documents is that the settlement agreement provided to him by Dwight Jefferson via fax (despite having his initials appearing on each page and his having signed it along with everyone else) is not the same document he signed on the day of the mediation. In other words, it was altered in some way.

Obviously, this is not true and he unreasonably refuses to consummate the settlement. Dwight and I met with him at his home last Saturday to try to reason with him and to explain to him the consequences of his actions to no avail.

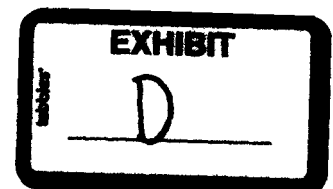
Sincerely,

Grover G. Hankins

Grover G. Hankins

Ggh/mnf

cc: Mr. Dwight Jefferson 713-993-0699
Mr. Grant Cook 713-654-1871
Mr. David Brown 713-615-5308
Mr. Gene Locke 713-220-4285



**ZIMMERMAN, AXELRAD,
MEYER, STERN & WISE, P.C.**
ATTORNEYS AT LAW

Alvin L. Zimmerman
CHAIRMAN - SHAREHOLDER

FELLOW - INTERNATIONAL ACADEMY OF MEDIATORS
FELLOW - AMERICAN SOCIETY OF CIVIL TRIAL MEDIATORS

3040 POST OAK BOULEVARD
SUITE 1300
HOUSTON, TEXAS 77056-6560

TELEPHONE (713) 552-1234

FAX (713) 963-0859

E-MAIL azimmerman@zimmerlaw.com

June 15, 2005

Mr. Grover G. Hankins
The Hankins Law Firm
616 W. Main Street
League City, Texas 77573

Mr. Dwight Jefferson
Attorney at Law
Twelve Greenway Plaza, Suite 1550
Houston, Texas 77046

Re: No. H-03-4374; *Edward Christian Bedford v. Port of Houston Authority, et al.*; In the United States District Court for the Southern District of Texas, Houston Division

Gentlemen:

As the binding arbitrator of disputes regarding the documents and closure of this matter, I have had the opportunity to review the request of the defendants for Mr. Bedford to personally sign all documents submitted to his lawyer and attached to Mr. Locke's package to me accompanying his letter dated June 14, 2005, requesting my services.

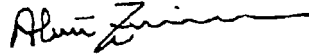
It is my final decision as the arbitrator that Mr. Bedford shall forthwith sign all documents so referenced on or before June 16, 2005, at 5 p.m. by going to the office of his attorney, Grover Hankins and signing them in the presence of Mr. Hankins or his office personnel. I will also request a letter signed by Mr. Hankins that Mr. Bedford signed the documents in the presence of Mr. Hankins or a member of his office. All closing documents shall be returned to Mr. Locke at his office no later than 9 a.m. June 17, 2005. Mr. Bedford will be in breach and default of the Mediated Settlement Agreement if this Decision is not timely completed thereby obligating Mr. Bedford to such expenses, costs, and attorneys' fees of defendants to enforce the Mediated Settlement Agreement as provided by law.



Mr. Grover G. Hankins
Mr. Dwight Jefferson
June 15, 2005
Page 2

On a personal note, I would hope that Mr. Bedford merely misunderstood the procedure requested, and that now that he is informed by this letter, he will fully and timely comply

Sincerely,

A handwritten signature in black ink, appearing to read "Alvin L. Zimmerman", with a long horizontal flourish extending to the right.

Alvin L. Zimmerman

mjs
By Telefax

cc: Grant Cook
David H. Brown
Gene L. Locke

ALZ\MEDIATE\bedford-13305\atty3ltr.wpd

16:36 JUN 15, 2005 ID: ZIMMERMAN, AXELRAD FAX NO: (713) 963-0859

#244241 PAGE: 1/3

**ZIMMERMAN, AXELRAD,
MEYER, STERN & WISE, P.C.**
ATTORNEYS AT LAW

3040 POST OAK BOULEVARD
SUITE 1300
HOUSTON, TEXAS 77056-6560

TELEPHONE (713) 552-1234
FAX (713) 963-0859
E-MAIL: mfo@zimmerlaw.com

Fax Cover Sheet

To: Gene L. Locke

Date: Wednesday, Jun 15, 2005 03:53PM

Fax#: 713-238-7369

Pages : 3 , including this cover sheet.

From: Margaret Schoener

Subject: Bedford Matter

Message: See enclosed letter.

Client/Matter#:

Transmitting Operator: Margaret Schoener

*If you have problems receiving this facsimile, please contact the transmitting operator at:
(713)552-1234*

For return telecopying, our facsimile number is (713)963-0859.

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